



INTERAGENCY AGREEMENT
Between
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And
EASTERN WASHINGTON UNIVERSITY
On-Call Cultural Resources Services
AGREEMENT# IA 709-197



THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "PARKS," and Eastern Washington University hereinafter referred to as the "UNIVERSITY".

IT IS THE PURPOSE OF THIS AGREEMENT to provide the professional expertise that does not exist within the limited staff availability of PARKS and that the UNIVERSITY can perform on a mutually beneficial basis.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The UNIVERSITY shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in **Exhibit "A"** attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date signed by PARKS, and be completed on June 30, 2011, unless terminated sooner as provided herein.

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed Five Hundred Thousand, and No/100ths Dollars (\$500,000.00). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the budget in Exhibit "B" which is attached hereto and incorporated herein.

BILLING PROCEDURE

The UNIVERSITY shall submit invoices no more often than monthly. Payment to the UNIVERSITY for approved and completed work will be made by warrant or account transfer by PARKS within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by PARKS. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will

give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of

this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

PROJECT MANAGEMENT

The project representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Project Representative for UNIVERSITY is: Stan Gough, Director, Archaeological and Historic Services, (509) 359-2239

The Project Representative for PARKS is: Mark Schulz, Environmental Specialist, (509) 662-0418

IN WITNESS WHEREOF, the parties have executed this Agreement.

**Washington State Parks and
Recreation Commission**

**Eastern
Washington University**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:
By: Mark Schumock /s/ 02/05
Assistant Attorney General

Exhibit A

Scope of Work

1.1 Introduction and Purpose

Establish an on-call cultural resources services convenience contract whereby the selected consultant will work within agreed to parameters for an extended period of time and on multiple projects to provide a wide variety of professional archaeological and historic properties investigation, documentation, planning, and permitting services necessary to construct both capital development and operating projects in order to meet the Commission's Centennial 2013 Plan goals.

The Commission acquires, operates, enhances, and protects a diverse system of recreational, cultural, historical, and natural sites. The Commission fosters outdoor recreation and education statewide to provide enjoyment and enrichment for all and a valued legacy to future generations. To learn more about the Commission, visit our Internet website: <http://www.parks.wa.gov/>.

1.2 Service Area

The Eastern Region service area includes Adams, Asotin, Benton, Chelan, Columbia, Douglas, Ferry, Franklin, Grant, Kittitas, Klickitat, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman, and Yakima counties.

1.3 Typical Work

Support of the Commission's capital development and operating programs by providing a wide spectrum of cultural resources investigation, documentation, assessments, investigations, planning, and permitting services; including, but not limited to:

- Archaeological site work and research in support of state and federal requirements.
- Furnishing the necessary qualified and professional personnel, equipment, material, and/or services to conduct cultural resources surveys, investigations, and evaluations of selected lands, structures, and historic properties.
- Utilizing relevant field procedures consistent with applicable state and federal laws and survey procedures administered by the Department of Archaeology and Historic Preservation.
- Conducting archaeological data recovery and monitoring during construction activities. Work will utilize all relevant field procedures consistent with applicable state and federal laws.
- Preparing draft and final construction monitoring (Report of Findings) reports.
- Coordinating by fax, telephone, mail, and e-mail with the Washington State Parks and Recreation Commission (Commission), the Washington State Department of Archaeology and Historic Preservation (DAHP), interested Indian Tribes (Tribes), and state, local, and federal agencies; as necessary.
- Conducting comprehensive cultural resources literature reviews and records searches.
- Attending interagency agency meetings, including Section 106 National Historic Preservation Act (NHPA) (36 CFR Part 800) and Washington State Governor Executive Order 05-05 consultation meetings with interested tribes/consulting parties.
- Completing draft and final Archaeological Resource Protection Act (ARPA) permit applications for submission to the lead federal agency and DAHP, as appropriate.
- Completing draft and final Washington State excavation permit applications for submission to DAHP, as appropriate.

- Developing Area of Potential Effect (APE) maps and descriptions, in coordination with the Commission and the lead federal agency and in consultation with interested tribes and the State Historic Preservation Officer (SHPO).
- Excavating test units within the footprint of the proposed project excavation area, as needed, to evaluate the presence and nature of buried cultural resource deposits.
- Performing “deep testing” (using recognized or approved protocols) where cultural resources may be deeply buried (> 1 meter); including, but not limited to, backhoe trenching, hand-augering, truck-mounted borings, and the examination of cut-bank profiles.
- Completing (or updating) NRHP Determination of Eligibility form(s) for any historic properties within the APE. All identified archaeological sites will be documented using the Washington Archaeological Site Inventory Form. All other historic properties will be documented using the DAHP Historic Property Inventory Database.
- Preparing nominations to the National Register of Historic Places for the designation of historic properties, including cultural landscapes.
- Preparing Washington Heritage Register applications.
- Preparing Building Rehabilitation Worksheets (DAHP).
- Assisting the Commission before the State Advisory Council on Historic Preservation in its consideration of a nomination.
- Reviewing previously completed surveys and assessments of historic period cultural resource elements, identification of contributing and non-contributing resources, development of resource descriptions and statement of significance, maps and photographs.
- Providing technical reviews and comments on draft project plans (drawings) and specifications to assist with the development of measures to avoid or mitigate any adverse impacts to identified historic properties.
- Preparing draft and final archaeological reports. Reporting guidelines will follow those established by the DAHP.
- Preparing draft and final Treatment Plans describing the range of treatment options in the event that intact archaeological deposits are present within the APE and adverse impacts cannot be avoided.
- Providing technical advice and recommendations to State Parks during development of Memorandum of Agreements (MOA) / Programmatic Agreements negotiated under provisions of the NHPA and/or Government to Government Consultation (Executive Order 13175) or Governor’s Executive Order EO 05-05.
- Completing draft and final ARPA permit applications for submission to the Commission and the lead federal agency and DAHP for data recovery investigations.
- Preparing draft and final archaeological data recovery reports (Report of Findings) resulting from completion of the Archaeological Treatment Plan describing project research objectives, methods, and findings. Reporting shall follow those guidelines established by DAHP.
- Preparing draft and final popular summaries (10 pages or less) of the data recovery findings in non-technical prose suitable for the general public and media.
- Providing public presentation in the local communities on the results of data recovery efforts.
- Preparing and providing formal presentations at professional conferences.
- As necessary, managing contracts for any special studies and analysis including, but not limited to: radiocarbon age determination, stone tool and lithic debitage analysis, lithic

provenance studies, bone tool analysis, geo-sedimentary investigation and analysis, forensic anthropological analysis, palynology, and faunal analysis.

- As necessary, managing contracts for any special studies, analysis, and investigations related to historic buildings, structures, sites, districts, and objects. These may include both reconnaissance and intensive level architectural surveys, condition assessments, cultural resources management plans, and historic structure reports.
- Other cultural resources related work, as described by the Commission.

1.4 Funding

Funding for the individual Task Orders executed under the on-call cultural resources services agreements will be from several sources; including, but not limited to: capital, operating, private, and federal and state grants. Any funding spent on cultural resources services and permitting efforts generally reduces monies available for project development. Thus, the Agency is seeking creative ways to efficiently meet the project purpose/need and reduce costs while meeting its legal and stewardship obligations and responsibilities.

1.5 Service Agreement Guidelines and Commitments

Due to the nature of this contract as providing “on-call” cultural resources investigation, documentation, planning, and permitting services, the Commission and the Consultant will agree that prior to authorizing any work under this contract; the following elements will be discussed and agreed to:

- 1.5.1** Each item of work under this agreement will be provided by Task Order.
- 1.5.2** Each Task Order will be individually negotiated with the vendor.
- 1.5.3** Each Task Order will be considered a separate contract, identifying the maximum amount authorized, start date and end date, and scope of work specific to the task.
- 1.5.4** Unless otherwise negotiated, each Task Order will be submitted to the Commission within **ten business days** of receipt of the scope of services for said task.
- 1.5.5** Each Task Order submittal shall include the vendor’s proposed schedule for completing said work. If the proposed schedule is not acceptable to the Commission and agreement cannot be reached on a new schedule, then the Commission retains the right to not to execute the Task Order with the vendor and to seek other professional services, as it deems necessary.
- 1.5.6** The terms of the Task Order cannot be modified without written approval from the Commission and the vendor. Any work performed outside of the terms and conditions of the Task Order will not be considered for reimbursement.
- 1.5.7** The capabilities of the vendor to provide or facilitate the execution of professional services within agreed to timelines and conditions. The products, permits and other deliverables to be provided to the Commission for the project assigned.
- 1.5.8** The Commission and vendor will agree to meet in-person (and/or telephonically) on a case by case basis, discuss project objectives and deliverables, compensation terms and project timelines, including initial site visits, as needed.
- 1.5.9** Agreement on points of contact, lead staff and communication methods and schedules to be applied to the project assigned.
- 1.5.10** The estimated total hours and budget to be allocated by the Commission to the vendor and the assigned project. Requests to exceed total project budget and/or modification of agreed

to deliverables must be agreed to by the parties to this agreement and be in writing by the Commission.

- 1.5.11** An updated fee schedule shall be submitted to the Commission on an annual basis for consideration and approval. The approved all-inclusive (direct labor, overhead and fee) hourly billing rates will be negotiated and approved by WSPRC on a yearly basis prior to submitting any billing at higher rates.
- 1.5.12** Travel expenses shall be reimbursed at the approved state per-diem rate, with no Vendor mark-up. Receipts are required for all lodging expenses and shall be attached to all invoices. Meals shall be reimbursed at the approved state per-diem rate. Receipts for meals are not required.
- 1.5.13** Expenses for any reimbursable (including postage) shall not have any Vendor mark-up without prior written approval.

Exhibit B Budget

Name	Hrs	Rate	Salary	OASI (0.0765)	PERS (.0613)	TIAA (0.05-0.1)*	Unempl. (.005)	St. Ind. (.1942)	Health (4.06)	Leave (0.28)	Indirect (0.64)**	Total***
Arndt - Secretary	1	\$14.64	\$14.64	\$1.12	\$0.90		\$0.07	\$0.19	\$4.06	\$4.10	\$9.37	\$34.45
Peone - Business Manager	1	\$23.95	\$23.95	\$1.83		\$1.80	\$0.12	\$0.19	\$4.06	\$6.71	\$15.33	\$53.99
Komen - Archaeologist	1	\$19.09	\$19.09	\$1.46		\$1.91	\$0.10	\$0.19	\$4.06	\$5.35	\$12.22	\$44.37
Crisson - Archaeologist	1	\$19.83	\$19.83	\$1.52		\$1.98	\$0.10	\$0.19	\$4.06	\$5.55	\$12.69	\$45.93
Gough - Director	1	\$33.20	\$33.20	\$2.54		\$3.32	\$0.17	\$0.19	\$4.06	\$9.30	\$21.25	\$74.02
Emerson - Program Director	1	\$28.70	\$28.70	\$2.20		\$2.87	\$0.14	\$0.19	\$4.06	\$8.04	\$18.37	\$64.57
Ives - Archaeologist	1	\$17.28	\$17.28	\$1.32		\$1.30	\$0.09	\$0.19	\$4.06	\$4.84	\$11.06	\$40.14
McKenney - Cartographer/Archaeologist	1	\$20.46	\$20.46	\$1.57		\$2.05	\$0.10	\$0.19	\$4.06	\$5.73	\$13.09	\$47.25
Sharely-Hubbard - Archaeologist	1	\$17.28	\$17.28	\$1.32		\$1.73	\$0.09	\$0.19	\$4.06	\$4.84	\$11.06	\$40.57
Stevens - Archaeologist	1	\$22.74	\$22.74	\$1.74		\$2.27	\$0.11	\$0.19	\$4.06	\$6.37	\$14.55	\$52.04
Walker - Archaeologist	1	\$19.83	\$19.83	\$1.52		\$1.49	\$0.10	\$0.19	\$4.06	\$5.55	\$12.69	\$45.43
Willis - Archaeologist	1	\$21.35	\$21.35	\$1.63		\$1.60	\$0.11	\$0.19	\$4.06	\$5.98	\$13.66	\$48.59
Wilson - Archaeologist	1	\$19.77	\$19.77	\$1.51		\$0.99	\$0.10	\$0.19	\$4.06	\$5.54	\$12.65	\$44.81

Radiocarbon Analyses - Beta Analytic \$595/sample (AMS date); \$450/sample (standard date)

Faunal Analyses - Dr. R. Lee Lyman \$40/hour

Botanical Analyses - Botana Labs \$260/sample

Obsidian Sourcing - Dr. Richard Hughes \$30/hour

Tephra Analyses - Dr. Franklin F. Foit \$250/sample

Palynology - Paleo Research Institute \$242/sample

Protein Residue Analyses - Paleo Research Institute \$160/sample

* TIAA retirement rate varies

** Indirect rate negotiated with Federal cognizant agency for 7/1/04-6/30/08; applied to salaries and wages only.

*** Loaded hourly rate

Classification	Min. HR	Max. HR
Principal/Director	\$74.02	\$74.02
Business Manager	\$53.99	\$53.99
Project Manager	\$74.02	\$74.02
Principal Investigator	\$74.02	\$74.02
Senior Archaeologist	\$45.43	\$54.31
Archaeologist	\$40.14	\$44.81
Historian	\$40.57	\$64.57
Cartographer (GIS)	\$47.25	\$47.25
Secretary	\$34.45	\$34.45